

BEFORE SUBMITTING YOUR BID

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
 - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
 - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

- 7. Have you included your DBE Utilization commitment in the proper amounts and signed the DBE Certification?**

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.

For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at rebecca.pooler@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

REQUEST FOR INFORMATION

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

[illegible]

Response By:_____ Date:_____

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE PROPOSED UTILIZATION PLAN

Low Bidder shall furnish completed form to Contracts Section by 4:30 P.M. on Bid Opening day.

TO: MDOT Contracts Section
16 State House Station,
Augusta, Me 04333-0016
or
Fax: 207-624-3431

Contractor: _____

Prepared by: _____

Telephone: _____ Fax: _____

BID PRICE: \$ _____ FEDERAL PROJECT # _____ LOCATION: _____

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL BID PRICE = _____ %

DBE Firm*	Unit/Item Cost	Unit #	Description of work & Item Number	Actual \$ Value
Total >				

If no DBE firm(s) are used, bidder must document efforts made to secure DBE participation and attach supporting evidence of this effort:

_____.

Examples: Bidder relies wholly upon low quote subcontractor section, DBE firm(s) were not low quote.
No DBE firms bid.

*Only DBE firms certified by MDOT prior to bidding can be utilized by Contractor for DBE credit.
Directory of certified DBEs is available on MDOT's website: www.state.me.us/mdot

Equal Opportunity Use:

Plan received ____/____/____ Verified by: _____ Action: _____



Office of Human Resources

Equal Opportunity

MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bid for building the fender system rehabilitation on the international border between the town of LUBEC, Maine and CAMPOBELLO ISLAND, New Brunswick Canada" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on July 28, 2004 and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Bridge projects. All other Bids may be rejected. MDOT provides the option of **electronic bidding**. We accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. **Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** During this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. BH-STP-6893(00)X, PIN 006893.00

Location: In Washington County, USA and the Province of New Brunswick, Canada, project is located under the Franklin Delano Roosevelt Bridge on State Route 189

Outline of Work: Remove structurally deficient portions of the existing fender system and encase the existing steel columns with concrete filled stay in place structural steel forms. Replace existing timber wales and vertical timber fender planks and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Peggy Duval, Project Manager** at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$10 (\$14 by mail). Half size plans \$7 (\$10 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

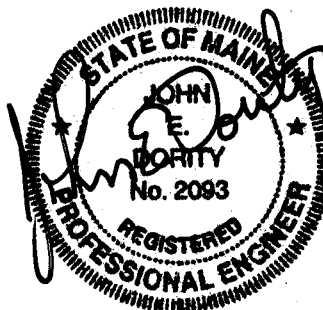
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$25,000 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all bids.

Augusta, Maine
July 7, 2004



JOHN E. DORITY
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS
&
SUBMISSION OF BID BOND VALIDATION NUMBER (IF APPLICABLE)

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

BID

DATE OF OPENING :

CALL ORDER :

CONTRACT ID : 006893.00

PROJECTS

BH-STP-6893(00)X

COUNTY : WASHINGTON

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 006893.00

PROJECT(S): BH-STP-6893(00)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
SECTION 0001 FENDER SYSTEM ITEMS				
0010	202.19 REMOVING EXISTING BRIDGE	LUMP	LUMP	
0020	502.56 CONCRETE FILL	142.000 CY		
0030	504.70 STRUCTURAL STEEL FABRICATED AND DELIVERED	LUMP	LUMP	
0040	504.71 STRUCTURAL STEEL ERECTION	LUMP	LUMP	
0050	506.30 SHOP COATING OF STRUCTURAL STEEL	LUMP	LUMP	
0060	528.493 STRUCTURAL TIMBER - FENDER SYSTEM	27000.000 BF		
0070	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP	
0080	659.10 MOBILIZATION	LUMP	LUMP	
	SECTION 0001 TOTAL			
	TOTAL BID			

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **006893.00**, for the **Fender System Rehabilitation Project** between the town of **Lubec**, County of **Washington**, Maine and **Campobello Island** Province of **New Brunswick, Canada**. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 30, 2005**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN. 6893.00 - Fender System Rehabilitation and associated work, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **006893.00**, for the **Fender System Rehabilitation Project** between the town of **Lubec**, County of **Washington**, Maine and **Campobello Island** Province of **New Brunswick, Canada**. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **June 30, 2005**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$ _____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN. 6893.00 - Fender System Rehabilitation and associated work, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

(Name of the firm bidding the job)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) \$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR
(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)
(Witness Sign Here) _____ (Print Name Here)
Witness _____
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

(Witness)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____,
a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of _____
promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this _____ day of _____, 20_____.

WITNESSES:

Signature.....
Print Name Legibly

Signature

Print Name Legibly

SURETY ADDRESS:

.....
.....
.....

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

Print Name Legibly

SURETY:

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS

.....
.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____
a corporation duly organized under the laws of the State of _____ and having a
usual place of business in _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this _____ day of _____, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

SURETY:

Signature.....

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS

.....

TELEPHONE

General Decision Number: ME030012 05/21/2004 ME12

Superseded General Decision Number: ME020012

State: Maine

Construction Types: Heavy Dredging

Counties: Maine Statewide.
STATEWIDE

All Dredging, except self propelled hopper dredges, on the Atlantic coast from the Canadian border to the tributary waters emptying in to the Atlantic Ocean.

Modification Number	Publication Date
0	06/13/2003
1	05/21/2004

* ENGI0025-001 10/01/2003

STATEWIDE

	Rates	Fringes
Company Lead Dredgeman		
Lead Dredgeman.....	\$ 28.72	6.87+a+b
Dipper & Clamshell Dredge		
Boat Captain.....	\$ 22.80	6.27+a+b
Boat Master.....	\$ 23.89	6.87+a+b
Deckhand, Tug Deckhand.....	\$ 18.78	5.67+a+b
Engineer.....	\$ 25.37	6.87+a+b
Maintenance Engineer.....	\$ 24.24	6.27+a+b
Mate.....	\$ 22.64	6.27+a+b
Oiler.....	\$ 19.24	5.67+a+b
Operator.....	\$ 28.72	6.87+a+b
Scowman.....	\$ 18.53	5.67+a+b
Welder.....	\$ 23.87	6.27+a+b
Diver		
Diver.....	\$ 41.53	6.87+a+b
Standby Diver.....	\$ 27.85	6.87+a+b
Standby Tender.....	\$ 23.26	6.27+a+b
Tender.....	\$ 32.11	6.87+a+b
Drag Bucket Dredge		
Deckhand.....	\$ 16.17	5.25+a+b
Engineer.....	\$ 21.41	6.45+a+b
Maintenance Engineer.....	\$ 21.21	5.85+a+b
Mate.....	\$ 19.82	5.85+a+b
Operator.....	\$ 25.09	6.45+a+b
Dredging Pipeline		
Cable-Laying		
Control Tower Operator.....	\$ 25.55	6.87+a+b
Diver Tender.....	\$ 26.58	6.87+a+b

Diver.....	\$ 42.42	6.87+a+b
Leverman.....	\$ 28.83	6.87+a+b
Line up Operator, End		
Prep.....	\$ 18.47	5.67+a+b
Rigger.....	\$ 19.07	5.67+a+b
Drill Boats		
Blaster.....	\$ 23.81	6.45+a+b
Core Driller.....	\$ 18.56	5.25+a+b
Driller.....	\$ 23.55	6.45+a+b
Engineer.....	\$ 23.54	6.45+a+b
Machinist.....	\$ 23.30	5.85+a+b
Oiler.....	\$ 20.46	5.25+a+b
Tug Captain.....	\$ 19.53	5.85+a+b
Tug Deckhand.....	\$ 15.97	5.25+a+b
Tug Master.....	\$ 20.48	6.45+a+b
Welder.....	\$ 23.30	5.85+a+b
Engineer		
1st.....	\$ 25.55	6.87+a+b
2nd, 3rd and 4th.....	\$ 25.23	6.87+a+b
Electrician.....	\$ 25.68	6.87+a+b
Electro Hydro Technician....	\$ 20.79	6.27+a+b
Tug Captain.....	\$ 23.44	6.87+a+b
Tug Master.....	\$ 26.80	6.87+a+b
Hydraulic Dredge		
Asst. Fill Placer.....	\$ 22.45	6.87+a+b
Boat Captain.....	\$ 22.80	6.27+a+b
Boat Master.....	\$ 23.88	6.87+a+b
Chief Mate.....	\$ 24.47	6.87+a+b
Chief Welder.....	\$ 25.13	6.87+a+b
Deckhand.....	\$ 18.78	5.67+a+b
Engineer.....	\$ 24.82	6.87+a+b
Fill Placer.....	\$ 24.47	6.87+a+b
Janitor/Porter.....	\$ 18.14	5.67+a+b
Leverman.....	\$ 28.72	6.87+a+b
Maintenance Engineer.....	\$ 24.24	6.27+a+b
Mate.....	\$ 22.64	6.27+a+b
Messman.....	\$ 18.14	5.67+a+b
Night Cook.....	\$ 18.65	5.67+a+b
Oiler.....	\$ 19.24	5.67+a+b
Shoreman.....	\$ 18.55	5.67+a+b
Spider Barge Operator.....	\$ 23.66	6.27+a+b
Steward.....	\$ 22.59	6.87+a+b
Welder-Dredge.....	\$ 23.86	6.27+a+b
Tug Boats over 1000 H.P.		
with master or captain		
having license endorsed		
for 200 miles off shore		
Tug Captain.....	\$ 24.34	6.87+a+b
Tug Chief Engineer.....	\$ 23.60	6.27+a+b
Tug Deckhand.....	\$ 18.78	5.67+a+b
Tug Engineer.....	\$ 23.13	6.27+a+b

PREMIUMS: Additional 20% for hazardous material work

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day

b. VACATION: Seven percent (7%) of the straight time rate multiplied by the total hours worked.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

Town: Lubec-Campobello, NB
Project: BH-STP-6893(00)X, 6893.00
Date: May 2, 2003

SPECIAL PROVISIONS
SECTION 104
Utilities

A pre-construction utility meeting, as defined in Article 104.4.6 of the Standard Specifications is not called for, as there are no utility involvements within the limits of this Project.

SPECIAL PROVISIONS
SECTION 104
COORDINATION WITH MARINE TRAFFIC
(Vessel Navigation, Coast Guard Requirements and Access)

Vessel Navigation:

The Contractor will be required to conduct the work in such a manner as not to obstruct the navigation of any vessels, and in case the Contractor's plant so obstructs the vessel, it shall be promptly moved on the approach of the vessel, to such an extent as may be necessary to afford a safe, practical passage. The Contractor shall also conduct his work in such a manner so as not to obstruct the navigation of any vessels outside the construction area identified on the Drawings. Upon completion of the Work, the Contractor shall promptly remove all plant buoys and other markers placed by the Contractor under this Contract.

Communication:

The Contractor will provide a means of communication at the work site for the Department, Regulatory Agencies, Vessels, and the U.S. Coast Guard at all times. The Contractor may choose to use a cellular telephone or other means of communication as approved by the Engineer. No additional payment will be made for the communication devices or charges incurred.

Coast Guard Requirements:

The Contractor shall be fully aware of and comply with the U.S. Coast Guard requirements set forth in the U.S. Coast Guard Bridge Administration Program By Direction of the Commander, First Coast Guard District, GENERAL CONSTRUCTION REQUIREMENTS included in the Appendices. The Contractor will not make the required submittals directly to the Coast Guard but will make these submittals directly to the Department. The U.S. Coast Guard submittals will be submitted to the Department a minimum of 3 weeks prior to the minimum time frames stated in the U.S. Coast Guard, General Construction Requirements. No additional payment will be made to the Contractor for the submittals.

The Contractor shall not begin construction activities until the Department notifies them in writing of the U.S. Coast Guard Approval to do so.

Access:

The Contractor shall not store materials or vehicles or otherwise block access anywhere along the entire causeway approach roadway at the location. The Contractor shall maintain two-way traffic on the bridge at all times.

Due to the limited space, there will not be vehicle parking for the Contractor. The Contractor shall seek other parking arrangements, if required, through the Town or through private property owners.

SPECIAL PROVISIONS
SECTION 104
COORDINATION WITH MARINE TRAFFIC
(Lighting)

Lighting:

The Contractor shall keep proper lights each night between sunset and sunrise upon all floating plant and equipment and any other obstructions connected with the work in accordance with CG169, Rules of the Road and Code of Federal Regulations, Title 33. Chapter 1, Subchapter C and Chapter 11, Part 207. The Contractor shall be required to install and maintain for the duration of the Contract, standard obstruction lights upon all stakes, piles, dolphins, or upon any other obstructions connected with the work that are located in navigable waters. The obstruction lights shall consist of a quick flashing white light that shows not less than sixty flashes per minute when viewed from any direction. The light shall have a luminous intensity that can be seen from not less than two miles.

PIN 6893.00
Lubec-Campobello
February 23, 2004

SPECIAL PROVISIONS

SECTION 104.4

COMMUNICATION AND COORDINATION

(Progress Meetings)

Progress meetings shall be held weekly. The time and location of the meetings shall be determined, this time and place shall be agreeable to all parties; the Owner, and the Contractor.

SPECIAL PROVISIONS
SECTION 105
GENERAL SCOPE OF WORK
(Environmental Requirements)

Due to the potential hazard of an oil spill in the construction area, the Contractor shall have immediately available 200 feet of containment boom for ocean use and shall demonstrate to the Department that he has access to bales of 9 inch absorbent boom pads, pumps, and all associated apparatus to clean up a spill.

No separate payment will be made for the containment boom, or absorbent boom pads, pumps and all associated apparatus, or any work or labor associated with it's use.

SPECIAL PROVISION
SECTION 105
LEGAL RELATIONS WITH AND RESPONSIBILITY TO PUBLIC
(NPDES)

105.8.2 Permit Requirements This Section is revised by the addition of the following paragraph:

”The Contractor is advised that the Environmental Protection Agency has issued a final National Pollutant Discharge Elimination System (NPDES) General Permit for storm water discharges from construction sites disturbing more than 2 ha [5 acres]. This permit requires:

- Storm Water Pollution Prevention Plan
- Submission of a Notification of Intent (NOI) at least 48 hours before construction commences
- Submission of a Notification of Termination (NOT) when a site has been finally stabilized and all storm water discharges from construction activities are eliminated.

If the project’s land disturbances is 2 ha [5 acres] or more, the Department will prepare the plan and submit the NOI (and NOT). The Contractor shall prepare plans and submit NOI’s (and NOT’s) for regulated construction activities beyond the project limits (e.g., borrow pits).

The Contractor shall be familiar with and comply with these regulations.”

SPECIAL PROVISIONS
SECTION 107.3
ALLOWABLE WORK TIMES
(Night Work)

The following is in addition to the requirements of Section 107.3.2.

The Contractor is being made aware of the close proximity of local residence. The Contractor shall conduct his operations so as not to generate loud noises between the hours of 10:00 PM to 6:00 AM unless otherwise approved. Local requirements concerning noise may impose additional restrictions and must be complied with by the Contractor.

SPECIAL PROVISIONS

SECTION 107.9

TIME

(Project Closeout)

The following is in addition to the requirements of Section 107.9.

The Contractor shall maintain, at the site, a set of Drawings, on which shall be recorded accurately as the work progresses, the actual dimensions and grades of all his work, indicating thereon all variations from the Contract Drawings. The record shall include the work of all Subcontractors. Record drawings shall be reviewed by the Resident, and the Contractor shall make all necessary changes according to the Resident's review.

Prior to final acceptance of the Work, all recorded data shall be transferred by the Contractor, to a complete set of reproducible record drawings, in ink or photolitho reproductions of the original of the Contract Drawings showing "As-Built" conditions. Reproductions shall be 3 mil mylar, single matted, as approved by the Department.

Payment: The additional project closeout requirements noted in this special provision shall be considered incidental to the contract and no separate payment will be made.

PIN 006893.00
Lubec-Campobello
February 23, 2004

SPECIAL PROVISIONS

SECTION 107

TIME

(Contract Time)

The specified contract completion date is June 30, 2005.

SPECIAL PROVISION
(Consolidated Special Provisions)

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions - Closeout Documentation

Replace the sentence “A letter stating the amount.... DBE goals.” with “DBE Goal Attainment Verification Form”

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS
(Location and Time)

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows:
“After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

Delete the entire Section 104.5.9 and replace with the following:

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department’s Environmental Office Landscape Unit.

SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout

process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

SPECIAL PROVISION SECTION 108
PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

SPECIAL PROVISION SECTION 109
CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment In the third sentence, delete the words "subsections (A) - (E)"

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3- Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment."

109.7.3 Compensable Items Replace with the following: "The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor's Actual Costs.
5. Costs for extended job-site overhead.

6. Time.

7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F)."

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; "Equipment leased..."

Paragraph 6, change sentence 2 from "The Contractor may furnish..." to read "If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records."

Add the following paragraph; "Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs."

Add the following section;

"F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead."

SPECIAL PROVISION SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the "Treasurer - State of Maine," and on the Department's forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department's forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department’s self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety’s waiver of any right to deny or contest payment and the Surety’s acknowledgment that the claim is valid and undisputed.

SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change “...certified as a Plant Technician or Paving Inspector...” to “...certified as a Quality Assurance Technologist...”

401.201 Method A Under a. Lot Size, add the following; “Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD.”

SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: “Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box.”

“402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot.”

SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may”

SPECIAL PROVISION SECTION 504 REINFORCING STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: “...ASTM A 898/A 898 M...” to “...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and...”

SPECIAL PROVISION SECTION 535 PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change “Steel Strand for Concrete Reinforcement” to “Steel Strand.” Add the following to the beginning of the third paragraph; “Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate....”

535.26 Lateral Post-Tensioning Replace the first paragraph; “A final tension...” with “Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force.”

SPECIAL PROVISION SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SPECIAL PROVISION SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SPECIAL PROVISION SECTION 615
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

SPECIAL PROVISION SECTION 618
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SPECIAL PROVISION SECTION 620
GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SPECIAL PROVISION SECTION 621
LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

SPECIAL PROVISION SECTION 626
HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SPECIAL PROVISION SECTION 637
DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in

payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control."

SPECIAL PROVISION SECTION 639 **ENGINEERING FACILITIES**

639.04 Field Offices Change the forth to last paragraph from: "The Contractor shall provide a fully functional desktop copier..." to "...desktop copier/scanner..."

SPECIAL PROVISION SECTION 652 **MAINTENANCE OF TRAFFIC**

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change "Signs shall be erected..." to "Portable signs shall be erected..." In the third sentence; change "Signs must be erected so that the sign face..." to "Post-mounted signs must also be erected so that the sign face..."

652.8.2 Other Items Replace the last paragraph with the following: "There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time."

SPECIAL PROVISION SECTION 656 **TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SPECIAL PROVISION SECTION 703
AGGREGATES

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.”

703.07 Aggregates for HMA Pavements Delete the forth paragraph: “The composite blend shall have...” and replace with “The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO TP 58. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

SPECIAL PROVISION SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

SPECIAL PROVISION SECTION 712
MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20

foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [½ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [¾ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

SPECIAL PROVISION

SECTION 202

REMOVING STRUCTURES AND OBSTRUCTIONS

Conform to the relevant provisions of State of Maine, Department of Transportation, Standard Specifications 2002 and supplements thereto, SECTION 202 REMOVING OF STRUCTURES AND OBSTRUCTIONS, with the following changes:

202.01 Description. This subsection is revised as by the removal of reference to buildings, bituminous and portland cement concrete pavement, manholes and catch basins.

202.02 Removing Buildings. This subsection is revised by the change of the title to:

202.02 Removing Structures and Obstructions.

as well as revising the first paragraph to read:

The Contractor shall remove and dispose of all structures and obstructions as detailed on the plans, and to include the following:

- (a) Designated portions of the fender systems protecting Piers 4 and 5 of the Lubec-Campbello Island FDR Memorial Bridge, Lubec, Maine.

The following paragraphs are added to the end of this Section:

During over or in-water demolition activities, the area of the demolition work will be enclosed with a floating boom. Materials retained by the boom shall be removed on a daily basis.

The Contractor shall use extreme caution when demolishing structures. Damage caused by the Contractor to the adjacent structures or remaining structures shall be required by the Contractor at no additional cost as directed by the Owner.

All material removed during demolition is designated for disposal and shall become the property of the Contractor unless otherwise noted. All materials removed during demolition except

that which is to be reused shall be disposed of off the site in conformance with all municipal, state and federal regulations.

All debris and rubbish shall be removed and transported in a manner that will prevent spillage on pavements and streets or adjacent areas. Any spillage and debris will be cleaned up daily. The burning of debris or materials on site is not permitted.

The use of explosives is prohibited.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
202.19 Removing Existing Bridge	Lump Sum

SPECIAL PROVISION

SECTION 502

STRUCTURAL CONCRETE

Conform to the relevant provisions of State of Maine, Department of Transportation, Standard Specifications, Highways and Bridges 2002 and supplements thereto, SECTION 502, STRUCTURAL CONCRETE, with the following changes:

502.01 Description. This subsection is replaced with the following:

This work shall consist of furnishing and placing Portland cement concrete as steel pile encasements for the fender systems of Piers 4 and 5 of the Lubec-Campobello Island FDR Memorial Bridge, Lubec, Maine. All incidental construction in accordance with these specifications and in reasonably close conformity with the lines, grades and dimensions shown on the plans or established, is also included in the work.

502.02 Classification. This subsection is revised as follows:

The Portland cement concrete shall be Class fill with Class AA aggregate.

502.05 Composition and Proportioning. Revise Table 1, Concrete Class - Fill. Change Minimum Specified Compressive strength(psi)to 4000 psi.

502.10 Forms and Falsework. This subsection is replaced with the following:

Forms shall be constructed of steel, as detailed in SECTION 504, STRUCTURAL STEEL, and shall be of the shape and dimension shown on the Contract Drawings. The forms shall be watertight and braced and centered about existing columns so that the movement of equipment, materials, or placing and vibrating the concrete will not throw them out of line.

502.11 Placing Concrete. This subsection is revised as follows:

Add the following to the beginning of the section:

"Existing steel column surfaces shall be cleaned of marine growth and corrosion scale when exposed during the tidal cycle to SSPC-SP12/NACE No. 5 Condition WJ-4 for cleaning of steel by high pressure water jetting (5,000 to 10,000 psi). The portion of the column that is always submerged and the portion of the concrete footing that will be enclosed by and supporting the steel form/jacket shall be cleaned by high pressure water jetting to the same specifications, except lower water pressure shall be used for the concrete footings so not to remove sound concrete. The method of cleaning the columns and footings shall be submitted for approval. Columns and footings shall be inspected by the Engineer for approval before placing steel forms/jackets. "

Part (a) shall be revised to read:

"General. Concrete shall not be placed until forms/jackets have been checked and approved. The forms shall be clean of all debris and all steel to be encased in concrete shall be washed down with fresh water before placing concrete. Placement of grout bags or other method may be required to seal bottom of form/jacket with concrete foundation. The method of sequence of placing the concrete shall be approved before any concrete is placed."

The following is added to the end of the section:

Work that is incorrectly formed, not plumb or level, not to specified strength, containing wood or foreign matter, or otherwise not in accordance with the intent of the plans and specifications shall be considered defective. Work considered defective may be ordered by the Owner to be removed and replaced at the Contractor's expense.

502.19 Basis of Payment. The following is added to the end of the section:

Cleaning of Columns and footings and cleaning and sealing of the steel stay in place forms shall be considered incidental to related items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
502.56 Concrete Fill	Cubic Yard

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
FILL	502.56	Concrete Fill	-	B

P values listed above reflect the price per cubic meter (yd³) for all pay adjustment purposes.

SPECIAL PROVISION

SECTION 504

STRUCTURAL STEEL

This work shall conform to the relevant provisions of State of Maine, Department of Transportation, Standard Specifications 2002 and supplements thereto, SECTION 504 STRUCTURAL STEEL, with the following changes:

504.01 Description. The work shall consist of furnishing, fabricating and installing permanent steel forms/jackets for concrete encasements, steel noseplates, and steel angles. The work shall be classified as a support structure according to Section 504.

504.02 Materials. All structural steel, including rolled shapes and plates, shall conform to ASTM A36.

528.05 Method of Payment: Permanent steel forms/jackets for concrete encasements, steel noseplates, and steel angles will be paid for at the contract lump sum price for the respective contract items.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
504.70	Structural Steel Fabricated and Delivered	Lump Sum
504.71	Structural Steel Erection	Lump Sum

SPECIAL PROVISION

SECTION 506

PAINTING STRUCTURAL STEEL

506.01 Description. This work shall consist of furnishing and applying a shop applied and field applied prime coat and finish coating system in accordance with the plans and specifications. These shop and field applied coatings shall be compatible. Items to be coated include the steel column form/jackets (outside only), wale connection angles, and steel noseplates (both sides).

- (1) All items shall be shop coated. Field coating shall only be done to damaged coating.

506.02 Quality Assurance and Submittals. All work shall be in accordance with the latest editions of the following specifications and standards:

- (1) Steel Structures Painting Council (SSPC): Surface Preparations Specifications, specifications and standards herein referred to.
- (2) American Society for Testing and Materials (ASTM): specifications and standards herein referred to.

The Contractor shall submit to the Engineer for approval, Manufacturer's literature and recommended application instructions and certification that materials meet specification requirements.

506.03 Materials. Primer coating for shop and field applied coating shall be a zinc-rich urethane primer, acceptable for use in the intended marine and submerged environment with a solids by volume percentage $\geq 60\%$.

Final coating for shop and field applied coating shall be a high solids epoxy or urethane coating acceptable for use in the intended marine and submerged environment with a solids by volume percentage of $\geq 70\%$ for the epoxy coating and $\geq 60\%$ for the urethane coating. Color shall be black.

506.04 Surface Preparation. All surface preparation shall be in accordance with Steel Structures Painting Council Surface

Preparation Specification No. 10 - Near-White Blast Cleaning for shop applied coating and No. 6 - Commercial Blast or No. 3 Power Tool Cleaning as recommended by the manufacturer for field applied coating. All work blasted in one day must be coated on that day. Any cleaned surface which rusts or becomes contaminated before the application of the coating shall be re-cleaned.

The Owner's representative shall have access to each part of the process and shall have the right and opportunity to witness any of the quality control test and/or perform such test himself on a random sampling basis.

506.05 Weather Conditions. All coatings shall be able to properly applied and cured, especially the field applied coatings which need to cure in a marine environment with significant tidal range and at temperature expected during the time of construction.

506.06 Preparation of Paint. Mix and thin materials for shop and field application according to manufacturer's latest printed instructions. Do not use materials beyond manufacturer's recommended shelf life. Do not use mixed materials beyond manufacturer's recommended pot life.

506.07 Paint Application. Apply materials for shop and field application at specified film thickness by method recommended by manufacturer. Allow each coat to dry thoroughly before recoating. Follow manufacturer's recommended recoat time. Cut edges clean and sharp where work joins other materials or colors. Make finish coats smooth, uniform in color, and free of brush marks, laps, runs, dry spray, overspray and skipped or missed areas. After coated items have been installed, field coat all areas which have been welded, damaged, scraped, or chipped. Touch-up coating shall be with the same coating system utilized during shop coating and with the same manufacturer. Application of touch-up coating shall be as recommended by the manufacturer.

506.08 Inspection. The coating may be subject to inspection using holiday detectors, and/or field adhesion testers. Contractor shall request acceptance of each coat before applying succeeding coats. Repair and touch-up all work that is not acceptable to the Engineer and request final acceptance.

506.09 Cleaning. Remove paint spatters from adjoining surfaces. Repair damage to coatings or surfaces caused by cleaning operations. Remove debris from job site and leave storage areas clean.

506.010 Painting Schedule. Coating System:

Primer Coat: Zinc-Rich urethane at 3.0 mils DFT.

Final Coat: Epoxy or urethane coating at 12.0 mils DFT (Dry Film Thickness). More than one coat may be required to obtain 12.0 mils DFT.

506.20 Method of Measurement. The shop coating of structural steel will be measured for payment by lump sum complete in place.

506.21 Method of Payment. Payment for the painting of the structural steel will be paid for at the contract lump sum price, which shall be payment in full for furnishing all materials, labor, equipment and disposal necessary to satisfactorily complete the work. All preparation and cleaning of the steel shall be considered incidental. Any damage caused by the Contractor's operations shall be repaired at no cost to the Department.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
506.30 Shop Coating of Structural Steel	Lump Sum

SPECIAL PROVISION

SECTION 528

STRUCTURAL TIMBER

528.01 Description. This work shall consist of furnishing and installing the following:

- (1) New treated timber wales and planks for rehabilitation of the timber fender systems protecting Piers 4 and 5 of the FDR Memorial Bridge, Lubec, Maine.

528.02 Quality Assurance and Submittals. All work specified herein shall conform to the following codes, specifications and standards, unless noted elsewhere:

- (1) Southern Pine Inspection Bureau (SPIB)
- (2) West Coast Lumber Inspection Bureau (WCLIB)
- (3) Western Wood Products Association (WWPA)
- (4) National Forest Products Association (NFPA)
- (5) American Society for Testing and Materials (ASTM)
- (6) State of Maine Department of Transportation Standard Specifications, Highways and Bridges, latest edition
- (7) American Institute of Timber Construction (AITC)
- (8) American Wood Preserver's Association (AWPA)

The Contractor shall submit for approval to the Owner and Engineer:

- (1) AWPA quality certification on all treated lumber.
- (2) Certification of timber species.

528.03 Materials. All timber to be used for wales and planking shall be No. 1 Southern Pine as graded by SPIB and with design values per NFPA National Design Specification or the equivalent for Douglas Fir as graded by WCLIB and WWPA. All timber shall be new and dimensional (S4S) as indicated by nominal sizes on the plans.

All timber shall be stored in stacks such that there is an air space beneath the material and situated to prevent the timber from being exposed to standing water. The material shall be stored on site in an area which will be designated by the Owner. All timber shall be handled in an approved manner such that the material will not be damaged.

- (a) All hardware shall conform to the requirements specified in Section 531 MISCELLANEOUS METALS.

528.04 Timber Treatment. All structural timber shall be treated with cromated copper arsenate (CCA) in accordance with AWPAs Standard P5 and C2 for material subject to marine borer exposure and shall obtain a green tint due to the treatment.

Prior to treatment all dimension lumber shall be kiln-dried. Conditioning by heating is not permitted.

All timber members shall be treated to a retention of 2.5 pounds per cubic foot of CCA. A sealing compound for treatment of field cuts and drilled holes shall be two (2) coats of copper naphthenate meeting AWPAs Standard P8.

528.05 Installation. All ends of field cut members, and holes cut or drilled in timber shall be coated with a copper naphthenate treatment.

All joints are to be square, tight and well-fastened with all members assembled in accordance with the plans. Holes for bolts shall be drilled the same size as the bolt after galvanizing. Holes shall be swabbed with two (2) coats of sealing compound before installation of the bolts. Bolts shall be tightened to provide a solid connection. No more than 1 washer shall be installed under the bolt head or nut. Bolt threads shall project no more than 2 inches beyond the nut. Timber shall be counter bored for bolt heads, nuts, and washers where required to avoid interference with other materials and as directed by the Engineer.

All timber shall be cut and fit in such a manner as to have full bearing over the entire contact surface.

528.05 Method of Measurement: The Structural Timber Fender System will be measured for payment by the board foot complete in place.

528.05 Method of Payment: The Timber Fender System complete in place will be paid for at the contract board foot price, which shall be payment in full for furnishing all materials, labor and equipment necessary to satisfactorily complete the work. Any damage caused by the Contractor's operations shall be repaired at no cost to the Department.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
528.493 Structural Timber Fender System	BF

SPECIAL PROVISION

SECTION 531

MISCELLANEOUS METALS

531.01 Description. This work shall include all labor, materials, equipment and supervision necessary to furnish and install marine hardware such as bolts, washers, drift pins, and other fasteners.

531.02 Quality Assurance and Submittals. All work shall conform to the following codes and standards, except as noted elsewhere:

- (1) American Society for Testing and Materials (ASTM)
- (2) American Welding Society (AWS)
- (3) American Institute of Steel Construction (AISC)
- (4) American Association of State Highway and Transportation Officials (AASHTO)

The Contractor shall submit for approval to the Engineer:

- (1) with all materials delivered to the fabricator or site, certificate of compliance with applicable ASTM specifications for all galvanized items.
- (2) Manufacturer's literature and specifications on bolts and all other hardware.

531.03 Material. All parts provided under this specification shall be delivered, stored and handled so that they are not lost or damaged before installation in the work.

All plate washers and miscellaneous items fabricated from steel plate shall be in accordance with AASHTO M 183 (ASTM A 36). All carbon steel bolts shall conform to ASTM A 307, Grade A or Grade C (ASTM A 36 bar stock). All carbon steel nuts shall be in accordance with ASTM A 563. All carbon steel washers shall be overtapped after galvanizing. All steel items under this Section shall be galvanized. Galvanizing shall be by the hot dip method according to ASTM A 123 and A 153. All bolts and nuts shall be purchased from the same supplier.

531.06 Installation. All installation shall conform to AISC Specification for the Design, Fabrication and Erection of Structural Steel for Buildings. Parts covered by this specification shall be installed in the work as shown on the plans. No cutting or burning of steel shall be done to install fasteners without approval of the Engineer.

All parts provided under this specification shall be delivered, stored and handled so that they are not lost or damaged before installation in the work. All work that is found to be damaged, improperly installed, without proper coating, or otherwise not according to the plans and specifications, shall be considered for rejection and replaced at no additional cost to the Owner.

531.06 Method of Measurement. Miscellaneous Metals shall be measured as one lump sum complete in place and will be considered incidental to the pay item for which they are related.

531.07 Payment. Payment will be considered incidental to related contract items.

SPECIAL PROVISIONS
SECTION 645
HIGHWAY SIGNING
(Construction Signs)

The Contractor shall install up to 6 construction signs furnished by the Department. The Contractor shall provide all posts, hardware, equipment and labor associated with the installation of the signs. The Contractor shall provide all signs required by regulatory agencies as stated in Appendix C. No separate payment will be made.

SPECIAL PROVISIONS

SECTION 647

SPECIAL WORK CONTROL REQUIREMENTS

(Staging Areas, Access, Hoisting, Lighting, Floating Booms, Utility Service)

Use of Grounds:

Due to limited space at the facility, the Department cannot provide staging areas. Should the Contractor desire staging near the work site, then the Contractor will need to make arrangements with the municipal officials, or private landowners.

The Contractor shall be especially careful not to allow timbers, debris or other matter to go adrift and shall promptly retrieve and remove such items as may accidentally go adrift.

The Contractor shall be careful not to discharge or spill any oil, grout, concrete or other contaminants in or onto the waters adjacent to the work.

Staging, Hoisting and Floating Equipment:

- A. All staging and floating equipment required shall be erected or furnished by the General Contractor and maintained in safe condition by him for use of all trades. The Contractor shall submit his proposed method of staging and floating equipment to the Resident for approval prior to start up of operations.
- B. All necessary hoisting equipment and machinery will be installed, operated and maintained in safe condition by the Contractor.
- C. All hoists, scaffolds, rigging and floating equipment shall be of approved design; erected, maintained and removed by experienced tradesman; and comply with the requirement of all applicable federal, (including OSHA), state and local laws, rules and regulations including those applicable requirements of "American Standard Safety Code for Building Construction" published by ANSI.
- D. Should the Contractor, during the progress of the Work lose, dump, throw overboard, sink or misplace any materials, plant machinery, or appliance, the Contractor shall recover and remove the same with the utmost dispatch. Should the Contractor refuse, neglect or delay compliance with the above, such obstructions may be removed by the Owner, and the cost of such removal shall be deducted from money due the Contractor.

Floating Boom:

- A. The Contractor shall be required to contain his water operations at all times with a floating boom. The boom shall be anchored so as to ensure that all debris is contained within the water operational area.
- B. Floating Booms shall be inspected and repaired at least weekly or when required to ensure that they are properly functioning.

Utility Service for Construction:

The Contractor shall provide complete temporary facilities and controls required for the successful execution of the Work, including arranging for, at his own expense, water, heat and electricity for construction purposes, sanitary facilities for workmen, telephone, and other facilities and services as found necessary for his own operations. All resultant costs shall be the responsibility of the Contractor. Temporary services shall be protected and maintained by the Contractor.

- A. Separate individual telephone service to the lines of the local telephone company shall be provided and maintained in the Contractor's field office at his own expense, as necessary.
- B. Water for all purposes shall be obtained at the Contractor's expense from an approved source of acceptable quality. Drinking water shall be provided to all workmen and satisfactorily cooled. The Contractor shall provide and operate all pumping facilities, pipelines and appurtenances, storage tanks and all other equipment necessary for this work. The Contractor shall be responsible for the adequate functioning of the system and liable for any claims arising from the use of same, including discharge or waste of water there from.
- C. The Contractor shall provide and maintain sanitary facilities in a neat and sanitary condition such accommodations for the use of his employees, as may be necessary to comply with the requirements and regulations of the State and local authorities having jurisdiction thereof. No Source of inconvenience, complaint or nuisance shall result to the public or to residents or others in the vicinity of the work.
- D. All necessary light and power, including temporary feeders, shall be provided at the Contractor's expense and adequate services extended to all points requiring same. Temporary electrical services shall be maintained in a safe and satisfactory manner, including replacement of all lamps, fuses and other appurtenances. All outlets shall be GFI protected.
- E. Any modification to any existing utility services shall be restored to a condition acceptable to the Engineer.
- F. Power for welding shall be derived from motor generator sets at the Contractor's expense.

- G. Before final acceptance of the Work, all temporary connections, pipelines, conduits and so forth shall be entirely removed, and all affected improvements restored to a condition acceptable to the Owner.

Payment:

No separate payment will be made for any Special Work Control Requirements.

SPECIAL PROVISIONS
SECTION 648
INDEPENDENT INSPECTION & TESTING REQUIREMENTS
(Welding - Concrete)

648.10 General:

The Contractor shall employ and pay for the services of independent testing laboratories and field inspection and testing technicians approved by the Owner to perform welding, concrete, and soils inspection and testing.

648.20. Qualifications and Approval of Testing Agencies, Labs:

The testing agencies shall meet the requirements of ASTM E 329 “Standard Practice for Use in evaluation of Testing and Inspection Agencies as Used in Construction”. In addition, the concrete testing agency’s personnel must be certified by the Maine Concrete Technician Certification Board.

The testing laboratories shall be licensed by the State of Maine for their particular testing services.

Prior to start of work, submit (a) the testing laboratory name, address and telephone number, and names and qualifications of full time registered Engineer and responsible officer, (b) a comprehensive qualification statement including a listing of similar projects, clients’ names and contact persons telephone number. The laboratory shall have a minimum of five (5) years of comparable experience in furnishing the testing services required, (c) a copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards (NBS) during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.

The Independent Laboratory or Laboratories shall submit original copies of forms to be used on this project to the Engineer for approval.

648.30 Reports - Generally:

After each inspection and test, the independent testing lab shall report verbally to the Resident and then promptly submit four copies of the report with interpretations to the Resident, and four to the Contractor. Submit reports stamped by the appropriate registered professional Engineer within two working days of inspection and test.

The reports shall include as a minimum:

1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and Specifications Section.
6. Location in the Project.
7. Type of inspection or test.
8. Date of test.
9. Result of test.
10. Conformance with Contract Documents.

The report shall also provide interpretation of test results and certification of conformance with Contract Documents.

648.40 Specific Inspection & Testing Requirements:

1. Welding Inspection and Testing:

Welding inspection and testing shall be in accordance with the requirements of AWS D1.5-88 Bridge Welding Code. Inspection and testing of shop and field welds shall be as follows:

Ultrasonic Testing - All transfer bridge full penetration welds

Magnetic Practical Testing - Fifteen percent of all fillet welds including welds of transfer bridge, fender units and all other miscellaneous metal.

Visual Inspection - All welds.

The standard of acceptance of welds shall be as set forth in AWS S1.1. Weld areas found to have defects exceeding the standards of acceptance shall be corrected in accordance with AWS D1.1 and the welds shall be retested at no additional cost to the Owner.

2. Concrete Inspection and Testing

a. Cast-in-place concrete:

Concrete inspection and testing shall be in accordance with the requirements of ACI318-89 Building Code Requirements for Reinforced Concrete except as herein modified. Field testing shall be by an approved field technician. Three test cylinders for each set of concrete tests shall be made by the technician and shall be tested by an independent testing

laboratory. The technician shall also make the rock anchor grout cubes. The number of cubes to be made shall be as specified in Section 532, Rock Anchors, Pins, and Drilled-in and Bonded Dowels. The laboratory shall arrange for picking up the cylinders and cubes. The independent testing laboratory shall test cylinders from all concrete construction and grout cubes from the rock anchor construction.

The independent field technician shall conduct one air content test every day but not less than one per fifty cubic yards of concrete placed and one slump test per truck load but not less than one test per 10 cubic yards of concrete.

The Contractor shall provide at the work site the test equipment listed in Section 502 and a curing box for concrete cylinders as specified in Section 514 of the State of Maine, Department of Transportation, Standard Specifications Highways and Bridges, Revision of April 1995 and supplementals thereto.

b. Precast Prestressed Concrete:

An independent testing laboratory shall make the inspections and do tests as indicated in Prestressed Concrete Institution Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products Division, 1 - Quality Control Section 1.2 Inspection and Records. The independent laboratory shall make test cylinders as specified for cast-in-place concrete and make air content, temperature and slump tests for each batch of concrete placed. The frequency of tests shall be as specified for cast-in-place concrete.

Whenever in the MDOT Standard Specifications and supplementals thereto, work is required to be done “— in the presence of a State Inspector” including but not limited to placing concrete, tensioning, and detensioning, the independent testing laboratory shall furnish inspectors to witness, inspect and report on those items.

648.50 Method of Payment:

Payment for independent testing work shall be considered incidental to the related items

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Traffic Control)

652.7 Method of Measurement. This entire Subsection is revised to read:

Traffic Control Supervisor, furnishing, installation, and maintenance of all traffic control devices **including flaggers** will be measured as one **lump sum** for all work authorized and performed.

652.8 Basis of Payment. This entire Subsection is revised to read:

Traffic Control will be paid for at the contract **lump sum** price. Payment will be full compensation for the Traffic Control Supervisor, flaggers, approach signs, work area signs, drums, cones, panel markers, barricades, arrow boards etc. and maintenance thereof including the setting up and taking down of lane closures as many times as necessary shall be considered part of the lump sum price.

Maintenance of signs includes: replacing devices damaged, lost, or stolen, and cleaning and moving as many times as necessary throughout the life of the contract, regardless whether the work areas or projects are geographically separated or not separated.

The Lump Sum will be payable in installments as follows: 5% of the Lump Sum once the approach signing is complete and approved, with the 95% balance to be paid as the work progresses at a rate proportional to the percentage completion of the Contract.

Failure by the contractor to follow the Contracts 652 Special Provisions and/or The Manual on Uniform Traffic Control Devices (MUTCD) and/or The Contractors own Traffic Control Plan will result in a reduction in payment, computed by reducing The Lump Sum Total by 5% per occurrence. The Departments Resident Engineer or any other representative of The Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.

All other requirements under the Standard Specifications Section 652 will be a part of the lump sum item.

There will be no extra payment for this pay item after the expiration of contract time.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
652.39 Work Zone Traffic Control	Lump Sum

SPECIAL PROVISION
SECTION 656
Temporary Soil Erosion and Water Pollution Control

The following is added to Section 656 regarding Project Specific Information and Requirements. All references to the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual) are a reference to the latest revision of said manual. The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)

Procedures specified shall be according to the BMP Manual unless stated otherwise.

Any and all references to "bark mulch" or "composted bark mix" shall be a reference to "Erosion Control Mix" in accordance with *Standard Specification, Section 619 - Mulch*.

Project Specific Information and Requirements

There are no project specific information and requirements for this project. All standard specifications are included within State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002.

Permits & Cultural Resources Unit

PIN #: 6893.00

Location: Lubec-Campobello

Permit Member: J. Nichols

Photographs ☐

Database/Projex ☒

Package to ENV Coordinator: 4/15/03

☒ HISTORIC AND CULTURAL RESOURCES

MHPC Historic Resources

N/A ☐

Applicable ☒

Approved ☒

MHPC Archeological Resources

N/A ☐

Applicable ☒

Approved ☒

Advisory Council on Hist Preservation

N/A ☒

Applicable ☐

Approved ☐

NPS Recordation

N/A ☒

Applicable ☐

Approved ☐

State Recordation

N/A ☒

Applicable ☐

Approved ☐

☒ 4(f) and 6(f)

Section 4(f)

N/A ☒

Applicable ☐

Approved ☐

LAWCON 6(f)

N/A ☒

Applicable ☐

Approved ☐

☒ Maine Department of Environmental Protection (MDEP) Site Location of Development

N/A ☒

Applicable ☐

Approved ☐

☒ Local Zoning, Title 30-A, Section 4325-6.

Is the project something other than the highway and bridge system, such as a maintenance lot, building/parking facility?

Yes ☐ No ☒ If no, the project is exempt.

If yes, continue. Does the town in which the project is located have a comprehensive plan consistent with the Growth Management Program? Yes ☐ No ☒ If no, the project is exempt.

If yes, local zoning ordinances and/or permits are needed.

Approved ☐

☒ Maine Department of Inland Fisheries and Wildlife (MDIFW) Essential Habitat

Eagle Nest

N/A ☒

Applicable ☐

Approved ☐

Piping Plover

N/A ☒

Applicable ☐

Approved ☐

Roseate Tern

N/A ☒

Applicable ☐

Approved ☐

☒ United States Fish and Wildlife Service (USFWS), Migratory Bird Act

N/A ☒

Applicable ☐

☒ Maine Department of Conservation/ Public Lands, Submerged Land Lease

N/A ☒

Applicable ☐

☒ Environmental Protection Agency (EPA), National Pollutant Discharge Elimination System (NPDES)

N/A ☒

Applicable ☐

NOI Submitted ☐

☒ Land Use Regulation Commission (LURC) ☒ Not Applicable

No permit

☐

Notice

☐

Approved ☐

Permit

☐

Approved ☐

☒ Maine Department of Environmental Protection (MDEP), Natural Resource Protection Act

No permit required ☒

Exempt ☐

(Must use erosion and sediment control and not block fish passage.)

PBR ☐

Approved ☐

Tier 1 ☐

Approved ☐

Tier 2 ☐

Approved ☐

Tier 3 ☐

Approved ☐

☒ Army Corps of Engineers (ACOE), Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

No permit required ☒

Category 1-NR ☐

Approved ☐

Category 2 ☐

Approved ☐

Category 3 ☐

Approved ☐

☒ IN-WATER TIMING RESTRICTIONS: 105 Special Provision ☐ n/a ☒

Dates instream work is allowed: N/A

☒ Special Provision 656, Erosion Control Plan

* Boxes marked in red indicate items that are attached and need to be placed in the contract by the Project Manager.

U.S. Department of
Homeland Security

United States
Coast Guard



Commander
First Coast Guard District

408 Atlantic Avenue
Boston, MA 02110-3350
Staff Symbol: obr
Phone: (617) 223-8364
Fax: (617) 223-8026
Email: jmcdonald@d1.uscg.mil

16594
Penobscot R/10.9H/ME.
December 11, 2003

Ms. Peggy Duval
Project Manager
Maine Department of Transportation
16 State House Station
Augusta, ME 04333-0016

Dear Ms. Duval:

We have reviewed the plans for the rehabilitation of the protective fender system for the FDR Memorial Bridge #5978, across Lubec Narrows between Lubec, Maine and Campobello, New Brunswick.

Before we can authorize any work over the waterway we must have a copy of the contractor's work schedule, emergency contact numbers, and graphic timeline sequence of operation.

I have enclosed our standard requirements for construction operations to assist you in preparation of the construction planning. You must comply with all the conditions in the attached enclosure (1) entitled "General Construction Requirements." It contains the most frequently required stipulations for bridge construction.

All stipulations in enclosure (1) must be followed in their entirety for all work on, over, or affecting the waterway in any manner. These stipulations are based on the facts you have provided presently; however, additional requirements may be imposed if additional information or conditions not anticipated should warrant.

If you have any questions, please contact me at the E-mail address above or by telephone at (617) 223-8364.

Sincerely,

A handwritten signature in black ink that reads "J. W. McDonald".

John W. McDonald
First Coast Guard District
Bridge Administration Branch
By direction of the District Commander

Encl: (1) General Construction Requirements

U.S. Coast Guard Bridge Administration Program
GENERAL CONSTRUCTION REQUIREMENTS

1. All **waterway closures, channel restrictions, or vertical clearance reductions** must be requested in writing, 60 days in advance. Requests to temporarily deviate from the **Drawbridge Operation Regulations** (bridge operating schedule) must be received in writing at least 60 days in advance of the date of the intended change, unless the repairs are determined to be necessary vital repairs that must be performed with due speed to assure the safe reliable continued operation of the bridge. All submissions to the Coast Guard for review and approval must first be approved by the owner of the bridge or their authorized agent. All submissions must be sent to the First Coast Guard District, Bridge Branch Office.
2. A copy of the contractor's construction plans, schedule, and sequence of operations, preferably in time line graphic format, including daily hours of operation, all anticipated bridge or channel closures, location of work barges during working and non-working hours, must be submitted to this office for approval. All bridge construction/repair requests must be submitted at least 30 days prior to commencement of any work. A drawing/plan of the entire project area must be included in all submissions requesting construction approval depicting the following: (1) The waterway and existing/proposed bridges. (2) The location of work barges, anchors lines during the various phases of the project. (3) A detailed drawing of scaffolding/netting indicating the location during working hours and off hours. All vertical clearance reductions below low steel or concrete under the bridge as a result of the use of scaffolding must be clearly detailed and measured in feet.
3. Emergency 24 hour telephone numbers for all responsible individuals for this project must be submitted to this office before any phase of construction begins. Any changes in personnel or telephone numbers should be immediately forwarded to this office.
4. All work barges placed in the waterway must be lighted with constant burning white lights on all four corners. The barge operator is required to comply with all provisions of the Navigation Rules International-Inland, regarding the use of work barges or floating equipment in the waterway. Copies are available from the U.S. Government Bookstore, Thomas P. O'Neil Building, 10 Causeway Street, Boston, Massachusetts, 02222. Telephone (617) 720-4180.
5. VHF-FM marine radios set to the bridge communication channels 16/13 or the designated channel for the bridge must be maintained at the project site monitored by the supervisor in charge. Additional marine radios monitoring the above channels must also be maintained at the main control of any floating equipment or barges on station.
6. The placement of work barges in the navigable channel shall be done in a manner so as to provide a minimum horizontal clearance reduction at all times. Only one draw of a bridge at a time may be blocked by work barges. Work barges must move out of the navigable channel upon the request from the master of any vessel that determines the full channel width is needed to safely transit through the bridge. Work barges must not remain in the navigable channel at night unless Coast Guard approved work is scheduled and ongoing. Work barges must be moved outside the navigable channel at all times day or night when no work is scheduled or ongoing. Work barges held in place by anchor lines must be marked by lighted anchor buoys.

ENCLOSURE (1)

7. No changes to the horizontal or vertical clearance of the bridge or any bridge span may be made as part of this construction project without prior Coast Guard approval.
8. Welding and burning must cease upon approach of a vessel and shall not start again until the vessel has passed the bridge. Preventive measures must be taken to prevent any hot work, debris, or construction material from entering the waterway. This includes sandblasting material, paint, and any concrete work by-products.
9. If permanent bridge navigational lighting can not be maintained operational during any phase of this project, temporary battery/power lights must be installed at the same locations. These temporary lights must be visible for a distance of 2,000 yards on 90% of the nights of the year. Generally, a lamp of 20 footcandles will meet these requirements. Plans for temporary lighting shall be submitted to this office for written approval. Deviations from the approved temporary lighting shall be permitted only upon written authorization from this office.
10. Bridge protective fenders shall not be constructed or rebuilt with any metal surfaces on the rubbing face of the fender system. All bolts, spikes, or other metal fastening devices must be countersunk. Metal splicing plates, if used, shall be mounted on back of outer wales.
11. All piles within the footprint of the bridge project, that are not being used in the new or repaired fender shall be extracted or cut off at the mud line. Upon completion of the fender repairs a bottom sweep is required to determine if any piles or construction debris are present in the waterway. A written certification that the entire footprint of the bridge project is clear of all piles and construction debris must be submitted to the Coast Guard from the owner of the bridge.
12. During the progress of work should any debris or equipment enter the waterway and become a hazard to navigation, immediate notice shall be given to the Coast Guard and the object removed as soon as possible. Until removal can be effected, the obstruction shall be properly marked.
13. Spillage of oil and hazardous substances is specifically prohibited by Section 311 of the Clean Water Pollution Act, as amended. Approved spill containment equipment and absorbent material must be located at the project site in the event of a spill into the waterway or the shoreline. The Coast Guard must be notified immediately at 1-800-424-8802.
14. The bridge owner is responsible to ensure that channel depths are not affected by this work. Upon request of the Coast Guard or Corps of Engineers, the bridge owner/contractor shall provide the necessary equipment and personnel to determine the presence of any suspected obstructions in the waterway.
15. This approval may be revoked and/or civil penalties imposed for failure to ensure that the above listed stipulations are adhered to or if work is determined to hazard or impair navigation.